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clusive. *Campbell Printing Press Co. v. Thorp* supra. These cases support the contract in the principal case, and *Livesley & Co.* cannot arbitrarily or capriciously exercise their judgment. If they violate their duty in this regard, a recovery may be had, in the absence of their approval, for the non-acceptance of the hops furnished. It was further urged a court of equity has no jurisdiction to decree specific performance, because it is generally considered the plaintiff has a plain, speedy, adequate remedy at law. Mr. Justice Fuller in *Gormley v. Clark*, 134 U. S. 338, 10 Sup. Ct. 554, said, "the jurisdiction of equity attaches unless the legal remedy, both in respect to the final relief and the mode of obtaining it, is as efficient as the remedy which equity would afford under the same circumstances." The remedy is what is to be looked at, and equity will not decree specific performance where the contract lacks consideration or assent. *Clark v. Flint*, 22 Pick. 231, 33 Am. Dec. 733; *Parker v. Garrison*, 61 Ill. 250; *Livesley et al. v. Heise et al.*, — Ore. —, 76 Pac. Rep. 952; *Kaster v. Mason et ux.*, — N. D. —, 99 N. W. 1083.

CORPORATIONS—CONTRACTS BETWEEN CORPORATIONS HAVING COMMON SHAREHOLDERS AND OFFICERS—SUIT IN NAME OF STOCKHOLDER.—J. G. White & Co., a New York promoting corporation, entered into two construction contracts with the Montgomery Traction Company. The first contract provided that the traction company should pay 2,500 shares of its capital stock, of the par value of \$100 a share, amounting to \$250,000, and \$200,000 of its five per cent first mortgage bonds—a total consideration of \$450,000, to White & Co. for labor and material, the actual value of which was only \$162,000. Under the second contract the traction company should pay 750 shares of its capital stock and \$100,000 of its first mortgage bonds to White & Co.; a total consideration of \$175,000, for \$81,000, in labor and material to be received by the traction company. The shareholders and directors of the traction company at regular meetings authorized the execution of these contracts, but White & Co., in addition to holding a large majority of the stock of the traction company, upon which nothing had been paid, controlled its board of directors. Of the nine members, all elected by the vote of the stock subscribed by White & Co., six were either attorneys or employees of White & Co., holding one share of stock each. The vice-president and treasurer of the traction company were officers and shareholders of White & Co., and the president of the traction company was their employee. The complainant, owner of one share of capital stock of the traction company, filed a bill to cancel certain stock issued to White & Co., and to prevent the issue of other stock and bonds under said contracts. *Held*, that (1) a stockholder may sue in equity in his own name to enforce the rights of the corporation, without first requesting its directors to sue, where the directors are themselves the wrong-doers; (2) the presumption that the directors of a corporation will do their duty is overcome by the presence of causes sufficient to influence them to do otherwise; (3) where the officers and directors of one corporation are dominated and controlled by another corporation, contracts between the two corporations will be set aside by the courts where they are not fair and

reasonable. *Montgomery Traction Co. et al. v. Harmon* (1904), — Ala. —, 37 So. Rep. 371.

For a discussion of the principles involved in this decision, see the following note.

CORPORATIONS—LIABILITY OF OFFICERS—NEGLIGENT MANAGEMENT—CONTRACTS BETWEEN CORPORATIONS HAVING COMMON OFFICERS.—Defendant was trustee and president of a building association, and, with other trustees, who were authorized to transact the business of the association, sold real estate to a trust company, of which he was also president and a heavy stockholder, in exchange for certain securities which were of doubtful value. All the trustees and officers of the building association were trustees or officers, or both, of the trust company. A bond and mortgage were taken from the trust company as a guaranty of the collection of the securities to the amount of the agreed price of the property, but by agreement the mortgage was not recorded. The trust company desiring to sell the property, defendant procured the passage of a resolution by the trustees of the building association authorizing the cancellation of the mortgage, without the knowledge or consent of the stockholders. *Held*, that the cancellation of the mortgage operated as a fraud upon the association, by depriving it of its only valid security, and rendered defendants individually liable. *Brinckerhoff v. Roosevelt et al.* (1904), — C. C. E. D., N. Y. —, 131 Fed. Rep. 955.

By the weight of authority the mere fact that the officers of two contracting corporations are common to both, does not render the contract void. The contract will not be set aside at the instance of a stockholder unless he shows damage. *Pauly v. Pauly*, 107 Cal. 8, 40 Pac. 29, 48 Am. St. Rep. 98; *Smith v. Ferries, etc. Ry.*, 51 Pac. Rep. 710. Such contracts, however, will be subjected to severe scrutiny and will be set aside by a court of equity on the least appearance of unfairness. *Hutchinson v. Sutton Mfg. Co.*, 57 Fed. Rep. 998. Although there is some conflict on the subject, the best line of authorities states that where the ground of liability is for nonfeasance, negligence or misjudgment in respect to matters within the scope of the proper powers of the officer, he will be held responsible for a failure to bring to the discharge of his duties such degree of attention, care, skill and judgment as is ordinarily used in the discharge of such duties. *The North Hudson Building & Loan Association v. Childs et al.*, 82 Wis. 460, 33 Am. St. Rep. 57; *Bank v. Hill*, 56 Maine 385, 96 Am. Dec. 470. As to the circumstances under which shareholders may maintain a suit in equity, in which the corporation itself is the appropriate plaintiff, see *Hawes v. Oakland*, 104 U. S. Rep. 450.

DEED—INSANE PERSON—VOIDABLE ASSIGNMENT.—Complainant entered into an executory contract with defendant company for the purchase of land and went into possession. Subsequently, he was adjudged insane and committed to an asylum, but no guardian was appointed for him. During his confinement, he made an assignment of his interest in the land contract to his wife, consenting to a conveyance by the defendant of the land in suit to her. After title perfected in the wife, she executed a lease of the premises to one of the